



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**JULY 9, 2015
3:00PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 162

A

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE
PREVENTATIVE MAINTENANCE OF THE BLOOMFIELD STREET BRIDGE
OVER THE MOHAWK RIVER. Tallarino**

RES. NO. 163

B

**AWARDING CONTRACT TO BARRETT PAVING AND MATERIALS, FOR
THE 2015 COLDMILLING AND RESURFACING PROJECT (RFP - 2015-018)
Tallarino**

RES. NO. 164

C

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE SUPPLY AND DELIVERY OF APPROXIMATELY 50 TONS OF LIQUID CHLORINE TO THE CITY OF ROME WATER FILTRATION PLANT.

Piekarski

RES. NO. 165

D

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE SUPPLY AND DELIVERY OF UNIFORMS TO THE CITY OF ROME POLICE DEPARTMENT. Piekarski

RES. NO. 166

E

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH INTEGRATED SYSTEMS. Beach

7. TABLED RESOLUTION

8. ADJOURNMENT

RESOLUTION NO. 162

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE PREVENTATIVE MAINTENANCE OF THE BLOOMFIELD STREET BRIDGE
OVER THE MOHAWK RIVER

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the Preventative Maintenance of the Bloomfield Street Bridge over the Mohawk River; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on July 23, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 163

AWARDING CONTRACT TO BARRETT PAVING AND MATERIALS, FOR
THE 2015 COLDMILLING AND RESURFACING PROJECT
(RFP – 2015-018)

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into a contract with Barrett Paving and Materials, and/or any subsidiaries, affiliates and related entities controlled or owned by Barrett Paving and Materials, for the 2015 Coldmilling and Resurfacing Project, at a total contract price not to exceed \$1,811,830.00; and

BE IT FURTHER RESOLVED, that the Department of Purchasing is hereby authorized and directed to return the bid checks to the unsuccessful bidders and the bid check to the successful bidder upon the execution of the contract.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 164

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE SUPPLY AND DELIVERY OF APPROXIMATELY 50 TONS OF LIQUID
CHLORINE TO THE CITY OF ROME WATER FILTRATION PLANT

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the supply and delivery of approximately 50 tons of liquid chlorine to the City of Rome Water Filtration Plant; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on July 23, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 165

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR THE SUPPLY AND DELIVERY OF UNIFORMS TO THE
CITY OF ROME POLICE DEPARTMENT

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for the supply and delivery of uniforms to the City of Rome Police Department; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on July 23, 2015, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date, and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by_____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 166

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH INTEGRATED SYSTEMS

By _____:

WHEREAS, Kevin Beach, Chief of the Rome Police Department has recommended that the Mayor of the City of Rome enter into an agreement with Integrated Systems, and/or any subsidiaries, affiliates and related entities controlled or owned by Integrated Systems for service to cameras, surveillance equipment, pole cameras etc., at an amount not to exceed of \$2,250.00 for a contract term effective for one year, effective upon execution; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome, New York is hereby authorized to enter into an agreement with Integrated Systems, for service to cameras, surveillance equipment, pole cameras etc., at an amount not to exceed of \$2,250.00 for a contract term effective for one year, effective upon execution, pursuant to the attached Professional Services Agreement which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



Professional Services Agreement

The following is a listing of all Professional Services Agreements that Integrated Systems is offering for **Engineering Services and Software Development**. It includes Network and System troubleshooting, programming, end user technical support, cabling and travel. The hours may be used for any combination of services. The larger the time block purchased, the greater the savings per hour. Contract rates cover work performed by any Integrated Systems Engineer at one unit per hour, except for services requiring a Senior Engineer whose hours are billed at 1.3 units per hour; those services include; Server Implementations, Network Design and Engineering, and at client request.

Professional Service Agreement Terms:

Payment in full is due before any project/support is started.

Purchase of Professional Service Agreements are non refundable.

Clients with **PSA** receive priority telephone response time over non-PSA clients.

(average response time: less than 1 hour)

Clients with **PSA** receive priority on-site response time for troubleshooting & technical support over non-PSA clients.

Clients with **PSA** have the option to have updates delivered via modem; mail; or on-site delivery.

Travel time is billed as straight time

Weekend/Overtime hours will be billed at 2 X regular rate

Modem/Phone charges are the responsibility of the client and are always billable.

Engineer's time is billable when:

- Working on additions/updates to programs / integration/ research
- Travel time between office and customer's location
- Time involved in gathering information for projects

Statements of time spent on this contract are available at the Client's Request

LIMITATION OF WARRANTY LIABILITY: The obligation of Integrated Systems under the warranty is limited to the repair or replacement, at Integrated Systems option, of a non-conforming product, part or component thereof, except consumable accessories, within a reasonable time after notification. The clients remedies are limited to Integrated Systems obligations stated herein, subject to the "EXCLUSIVE REMEDY" set forth in the paragraph below. This warranty extends only to the client. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.** Integrated Systems has not made and makes no guarantee or warranty, including implied warranty or merchantability or fitness, that the system, equipment, or services supplied will avert, avoid or prevent the loss of data or information or the consequences therefrom, which the system or service is designed to provide. It is mutually understood and agreed that in executing this Agreement, client is not relying on any advice or advertisement of Integrated Systems. Client agrees that any representation, promise, condition, inducement or warranty, express or implied, including those of merchantability and fitness, not included in writing in this Agreement shall not be binding upon any "party." The client assumes all risk for loss or damage to the client equipment and data files except as specified herein.

EXCLUSIVE REMEDY: Because of the nature of the services rendered and the system as a whole, it is impractical and extremely difficult to fix the actual damages, if any, which may result from failure on the part of Integrated Systems to perform its responsibilities under this contract. Client does not desire this contract to provide full liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or system is designed to deter or avert. In the event Integrated Systems should be

found liable for loss, damage or injury due to a failure of the equipment or services provided under this Agreement or the equipment in any respect, its liability shall be limited to \$250.00, as the agreed upon liquidated damages and not as a penalty. Such liquidated damages is the exclusive remedy for any failure of services or equipment, and the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of any obligation of Integrated Systems from negligence, active or otherwise, of Integrated Systems, its agents or employees. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to the amount recoverable by the client and to fix liability of Integrated Systems at a specific sum of \$250.00. If client desires additional liability coverage, it shall be his responsibility to secure it from an insurance carrier or other agency of his choice, at his own expense. The client shall bring no suit against Integrated Systems more than one (1) year after the accrual of the cause of action therefore.

The Client agrees that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, it will not actively solicit an Integrated Systems employee as a candidate or possible candidate for any position with the client or potential client, without first obtaining the written permission of Integrated Systems. Due to the difficulty of assessing damages in the event of a breach of this provision, the parties agree that Client will pay Integrated Systems, upon Integrated Systems written notice to the Client, an amount equal to three times the annual wages of any Integrated Systems employee who is referred by Client in violation of this provision. The Client will also reimburse Integrated Systems for any attorney's fees incurred by Integrated Systems in collecting amounts owed under this provision.

Contract	Hours	Rate/Hour	Total Cost	Savings
None		\$ 155.00		None
A	10	\$ 95.00	\$ 950.00	\$ 600.00
B	25	\$ 90.00	\$ 2250.00	\$ 1625.00
C	50	\$ 85.00	\$ 4250.00	\$ 3500.00
D	100+	\$ 75.00	\$ 7500.00+	\$ 8000.00+

Contract Selected: B

I have read the above terms and conditions of the time contracts. I understand and agree to the above conditions and terms of the contract:

Company: City of Rome Police Dept.

Address: 301 W. James St.

Signature: _____

Date: _____ PO#: _____

Integrated Systems Co-signed: _____